

- 1.13 "Offers Service" – At such time as CLEC opens an NPA/NXX, ports a number to serve an end user, or pools a block of numbers to serve end users.
- 1.14 "Remote End Office Switch" is an SBC Texas switch that directly terminates traffic to and receives traffic from end users of local Exchange Services, but does not have full feature, function and capability of an SBC Texas End Office Switch. Such features, functions, and capabilities are provided between an SBC Texas Remote End Office Switch via an umbilical and an SBC Texas Host End Office.
- 1.15 Section 251(b)(5) Traffic is as defined in Attachment 12: Compensation.
- 1.16 "Section 251(b)(5)/IntraLATA Toll Traffic" shall mean for purposes of this Attachment, (i) Section 251(b)(5) Traffic, (ii) ISP-Bound Traffic, (iii) Optional EAS traffic (iv) FX traffic, (v) Transit traffic, (vi) IntraLATA Toll Traffic originating from an end user obtaining local dialtone from CLEC where CLEC is both the Section 251(b)(5) Traffic and intraLATA toll provider, and/or (vii) IntraLATA Toll Traffic originating from an end user obtaining local dialtone from SBC-Texas where SBC-Texas is both the Section 251(b)(5) Traffic and intraLATA toll provider.
- 1.17 A "Tandem Serving Area" or "TSA" is an SBC Texas area defined by the sum of all local calling areas served by SBC Texas End Offices that subtend an SBC Texas tandem for Section 251(b)(5)/IntraLATA Toll Traffic as defined in the LERG.

## **2.0 Requirements for Establishing Points of Interconnection.**

- 2.0.1 If direct interconnection including dedicated trunking between CLEC and an SBC TEXAS End Office not served by an SBC TEXAS tandem, or direct interconnection including dedicated trunking to an SBC tandem, for Section 251(b)(5) traffic, ISP-bound traffic, Optional EAS traffic or IntraLATA Toll Traffic, is unavailable, the Parties agree to accept transit traffic from a Third Party Originating Carrier (as defined below) transited by an Alternate Tandem Provider (ATP) and shall route traffic to a Third Party Terminating Carrier (as defined below) pursuant to the following terms and conditions:
  - (a) Prior to delivery of its originating traffic to an Alternate Tandem Provider for termination to SBC TEXAS, CLEC shall ensure that the Alternate Tandem Provider has direct interconnection trunking with SBC TEXAS.
  - (b) Third Party Terminating Carrier shall mean SBC TEXAS, when traffic is terminated to it by CLEC via an Alternate Tandem Provider or shall mean CLEC when traffic from SBC TEXAS is terminated to CLEC via an ATP.
  - (c) Third Party Originating Carrier shall mean CLEC when it sends traffic originated by its End Users to SBC TEXAS' End Users via an Alternate Tandem Provider or shall mean SBC TEXAS when it sends traffic originated by its End Users to CLEC via an ATP.
  - (d) When the Third Party Originating Carrier utilizes an Alternate Tandem Provider to send Traffic originated by its End Users to the End Users of the Third Party Terminating Carrier, the Third Party Originating Carrier shall be responsible for all Section 251(b)(5) traffic, ISP-bound traffic, Optional EAS traffic or IntraLATA Minutes of Use ("MOUs") billed by the Third Party Terminating Carrier for the termination of such traffic. The ATP shall not serve a billing clearinghouse function, unless agreed to in writing by both SBC TEXAS and the CLEC.



be required to function as a billing intermediary, (e.g. clearinghouse) when **SBC TEXAS'** Transit Service is provided.

- 7.4 When a Third Party Carrier originates Local, Optional EAS or intraLATA toll traffic to be transited by **SBC TEXAS** to CLEC **SBC TEXAS** agrees to pass the originating CPN information to the terminating Party when the Third Party Carrier provides such information and/or the Originating Carrier Information (OCN) identifying the carrier **SBC TEXAS** immediately receives traffic from when such information is available.
- 7.5 CLEC shall not bill **SBC TEXAS** for terminating any traffic that is originated by a Third Party Carrier whether that traffic or carrier is identified or unidentified, (i.e. whether CPN is sent or is not sent by the Third Party Carrier or the OCN is or is not available) even though **SBC TEXAS** is acting as the transit service provider.
- 7.6 The Parties agree to seek terminating compensation directly from the Third Party Carrier that is originating traffic, not from the Party providing the transit service.
- 7.7 Each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting ("AMA") recordings made within each Party's network that have been converted to industry standard Electronic Message Interface (EMI). Except as may otherwise be provided in this Agreement, these recordings will be the basis for each Party to generate bills to the other Party and, in connection with Transit Traffic, if necessary, to third-party LECs. Each Party agrees to forward to the other Party call information that may be used to identify the originating and terminating telephone numbers for each call and each carrier involved in transmission of the call (including for purposes of carrier identification, OCN, any equivalent local service identifier and Carrier Identification Code, as appropriate). CLEC shall not bill **SBC TEXAS** for terminating any traffic that is originated by a Third Party Carrier whether that traffic or carrier is identified or unidentified, (i.e. whether CPN is sent or is not sent by the Third Party Carrier or the OCN information is or is not available) even though **SBC TEXAS** is acting as the transit service provider.
- 7.8 The Parties agree to seek terminating compensation directly from the Third Party Carrier that is originating traffic, not from the Party providing the transit service.
- 7.9 Each Party agrees that any third party (including without limitation an Affiliate of one Party) may make use of that Party's network to terminate traffic to the other Party. However, nothing in this section precludes the other party from exercising its right to establish direct interconnections with the third party. The other party shall accept the transit traffic if direct interconnection with the third party is unavailable. If the Affiliate has a separate traffic termination agreement with the other Party, the Parties agree that they will work cooperatively to develop an acceptable method for accounting appropriately for that traffic. Unless CLEC requests otherwise, the rating for transit calls when CLEC provides the transit service shall be the same between the Parties as the rating for calls transited by **SBC TEXAS** to or from any similarly situated third party carrier.
- 7.10 Transit Traffic does not include traffic originated from a third party subscriber line that a third party provides using UNE-P. In such cases, when this traffic is terminated to CLEC (and CLEC is not providing service to the terminating user via UNE-P) and CLEC is using terminating recordings to bill reciprocal compensation, **SBC TEXAS** will provide detailed call records to identify UNE originating traffic including OCN of the originating carrier to the originating UNE carrier and CLEC, and CLEC will bill the originating UNE carrier for MOUs terminated on CLEC's network. CLEC may obtain billing records identifying the originating carrier from SBC upon execution of a Non-



#### 14.0 COMPENSATION FOR TERMINATING CELLULAR TRAFFIC

- 14.1 Appendix Cellular sets forth the terms and conditions under which the Parties will distribute revenue from their joint provision of Wireless Interconnection Service for mobile to landline traffic terminating through the Parties' respective wireline switching networks within a LATA. If one Party enters into an interconnection agreement with a Commercial Mobile Radio Service (CMRS) provider, Appendix Cellular shall no longer be applicable between the Parties with respect to such CMRS provider, and the other Party shall be obligated within a reasonable length of time to enter into an agreement with such CMRS provider for the termination of wireless to landline traffic.
- 14.2 CLEC will pay the Local Transit Traffic rates (found in Section 7.0 of this Attachment) to SWBT for calls that originate on CLEC's network and are sent to SWBT for termination to a CMRS provider as long as such Traffic can be identified as wireless traffic. SWBT will pay the same Local Transit Traffic rate to CLEC for such calls that originate on SWBT's network and are sent through CLEC for termination on a CMRS Provider's network. Each Party shall be responsible for interconnection agreements with CMRS provider's network. The Parties agree to cooperate with each other regarding third party compensation issues. In the event that the originating party does send traffic through the transiting party's network to a third party provider with whom the originating party does not have a traffic interchange agreement, then the originating party agrees to indemnify the transiting party for such traffic pursuant to Section 7.3 above.
- 14.3 When traffic is originated by either Party to a CMRS Provider and the traffic cannot be specifically identified as wireless traffic for purposes of compensation between SBC TEXAS and the CLEC the traffic will be rated either as local or access and the appropriate compensation rates shall be paid by the transiting party to the terminating party.

#### 15.0 COMPENSATION FOR THIRD PARTY UNE TRAFFIC

- 15.1 Third Party UNE Terminated Traffic is defined as third party messages terminating to a UNE customer to whom a CLEC provides local service utilizing Unbundled Ports purchased from SBC TEXAS.
- 15.2 When a call is terminated to a CLEC using unbundled ports purchased from SBC Texas, SBC TEXAS shall provide terminating billing records including OCN of the originating carrier to the terminating CLEC for all calls terminated on the unbundled port to allow the terminating CLEC to directly bill reciprocal compensation to the originating carrier.
- 15.3 Third Party UNE Originated Traffic is defined as third party messages originated by a UNE customer to whom a CLEC provides local service utilizing Unbundled Ports purchased from SBC TEXAS.
- 15.4 Where CLEC is using terminating recordings to bill reciprocal compensation, SBC TEXAS will provide detailed calls records to identify UNE originating traffic including OCN of the originating carrier to the originating and terminating carriers, and the terminating CLEC will bill the originating UNE carrier for MOUs terminated on CLEC's network. The terminating carrier may obtain billing records identifying the originating carrier from SBC upon execution of a Non-Disclosure Agreement.